

Webster Co.

Teamsters #238 (Jail)

7/1/2006 6/30/2009



AGREEMENT

BETWEEN

WEBSTER COUNTY
(Jailers Unit)

AND

TEAMSTERS LOCAL UNION NO. 238
Affiliated with the International Brotherhood of Teamsters

July 1, 2005
to
June 30, 2009

TABLE OF CONTENTS

	<u>PAGE</u>
Agreement	-1-
Article 1 Recognition	-1-
Article 2 Employer Rights	-1-
Article 3 Union Rights and Responsibilities	-2-
Article 4 Dues Deduction	-3-
Article 5 Hours of Work and Overtime	-3-
Article 6 Length of Service	-3-
Article 7 Grievance Procedure	-4-
Article 8 Sick Leave	-6-
Article 9 Funeral Leave	-7-
Article 10 Holidays	-7-
Article 11 Job Classification and Straight Time Hourly Wage Rates	-7-
Article 12 Insurance	-7-
Article 13 Jury Duty	-8-
Article 14 Vacation	-8-
Article 15 Uniforms, Training, Safety	-8-
Article 16 Duration of Agreement	-9-
Appendix A Wage Schedule	-10-
Letter of Understanding	-11-

A G R E E M E N T

THIS AGREEMENT entered into this 1st day of July, 2006, by and between WEBSTER COUNTY, IOWA hereinafter referred to as the "Employer", and TEAMSTERS LOCAL 238, (Jailers unit) Des Moines, Iowa, hereinafter called the "Union".

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 6677.

INCLUDED: All regular full-time and regular part-time jailers and cooks employed by the Webster County Sheriff's Office.

EXCLUDED: Supervisory employees, lead correctional officer, confidential employees, deputy sheriffs and all other employees of the Webster County Sheriff's Office, and all other excluded by Iowa Code section 20.4

ARTICLE 2 EMPLOYER RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty, and right, including but not limited to:

- a) the right to plan, direct and control the work of its employees;
- b) the right to hire, promote, demote, transfer, assign and retain employees;
- c) the right to discipline, suspend and discharge employees;
- d) the right to develop and enforce employee work rules
- e) the right to maintain the efficiency of governmental operations;
- f) the right to schedule working hours and require overtime work;
- g) the right to determine the number and starting times of shifts, the number of hours and days in the workweek, and the number of persons to be employed by the Employer at any time;
- h) the right to determine employee qualifications;

- i) the right to relieve employees from duties because of lack of work or other reasons;
- j) the right to determine what work or services shall be purchased or performed by the unit employees;
- k) the right to change or eliminate existing methods, equipment, or facilities;
- l) the right to determine and implement methods, means, assignments, and personnel by which the Public Employer's operations are to be conducted;
- m) the right to take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify and administer its budget; and exercise all other powers and duties granted to the Public Employer by law.

ARTICLE 3 UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Union recognizes its responsibilities as the sole and exclusive bargaining agent of the employees within the bargaining unit and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently. The Union, therefore, agrees to cooperate in the attainment of these goals and agrees to the following:

- a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union, and the public.

Section 2. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

Printing of Agreement the Union shall print and distribute a copy of this Agreement to all bargaining unit members.

ARTICLE 4 DUES DEDUCTION

Section 3. Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at any time, in accordance with state law, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 5 HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. . The workweek starts at 12:00 midnight on Thursday and ends at 12:00 midnight the following Thursday.

The normal workweek will be seven (7) consecutive days.

Overtime. Employees normally working a Monday – Friday schedule will be paid overtime for hours worked in excess of 40 hours a work week. All other employees will be paid overtime for hours worked in excess of 42.5 hours in a work week. The Department Head may authorize overtime to be paid in compensatory time at his/her discretion. Accumulation of compensatory time may not exceed 80 hours.

All overtime must have prior approval of the Employer. Scheduling of compensatory time is at the discretion of the Employer.

Comp time, holidays, vacation and other paid, but not worked hours shall not be counted as working time for the purpose of determining overtime.

Shift Exchange Employees may exchange shifts with other employees, providing 1) the shift exchange is mutually agreed to by the employees' 2) the exchange occurs in the same pay period; 3) the exchange does not result in overtime; and 4) the exchange is approved by the Sheriff or his designee.

ARTICLE 6 LENGTH OF SERVICE

Length of service means an employee's length of regular full-time continuous service with the Employer since their last date of hire.

An employee shall lose their length of service and the employment relationship shall be automatically broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Failure to report for work at the end of leave of absence.
- (d) Failure to notify the Employer within three (3) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (e) Length of service rights will be forfeited after the continuous period of layoff exceeds one (1) year.
- (f) Employee retires.
- (g) An employee is absent from work for any reason for over one (1) year.

Layoff

When the working force is to be reduced, the Sheriff will select the job classifications to be reduced and provide a five (5) day advance notice of the layoff. The Sheriff will base his/her layoff selection on qualifications, length of service, performance evaluations and operational efficiency.

Employees to be recalled after being on layoff shall be notified five (5) working days in advance in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within three (3) days after receipt thereof and make arrangements to return to work. In the event the employee fails to comply with the above, he/she shall be terminated. Temporary and probationary employees have no recall rights.

ARTICLE 7 GRIEVANCE PROCEDURE

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation, application or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure:

Grievance Steps:

Step 1. An employee and/or Union Steward shall present a complaint or problem in writing to his/her immediate supervisor within five (5) calendar days following its

occurrence or within five (5) calendar days of when the employee knew or should have known of its occurrence in an effort to resolve the problem in an informal manner. The immediate supervisor or his/her designated representative will answer the grievance in writing within five (5) calendar days.

Step 2. If the grievance is not settled in Step 1, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Sheriff within five (5) calendar days following the immediate supervisor's written answer. Within ten (10) calendar days, the Sheriff will issue a written decision.

Step 3. If the grievance is not settled in Step 2, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Chair of the Board of Supervisors within five (5) calendar days following the Sheriff's answer. The Chair of the Board will review the grievance, schedule a meeting if necessary and issue a written decision within fifteen (15) calendar days of the appeal or within ten (10) calendar days of the meeting.

Step 4. Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within fifteen (15) calendar days after the date of the Chairperson of the Board answer given in Step 3. It is expressly agreed and understood that no employee shall have the right to compel the arbitration of a grievance without the consent of the Union. The Union Steward shall be present at the time of all meetings dealing with the grievance.

If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at any Step is not timely answered by the Employer, it may automatically be referred to the next Step. Timelines may be extended by mutual agreement of the parties.

After either party has notified the other of its referral of a case to arbitration, the party appealing the grievance to arbitration will, within 10 days, request a list of seven (7) arbitrators from the Iowa Public Employment Relations Board. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The first strike shall be made by the party requesting arbitration. Each party can reject the entire arbitration panel one time prior to the selection procedure commencing. If either party deems the panel to be unacceptable, another panel will then be requested. Once the acceptable panel is received, the arbitrator is to be selected within fifteen (15) calendar days.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to meet and suggest a resolution to the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation of arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost

of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, ignore, nullify, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties.

All grievance and arbitration meetings under this Article are to be held in private and not open to the public, with the time and date to be established by the arbitrator for any arbitration hearings. Employees selected by the Union to act as Union representatives who may represent employees shall be certified in writing to the Employer by the Local Union.

ARTICLE 8 SICK LEAVE

Accumulation: Sick leave shall be accrued by a full-time employee at the rate of ten (10) hours per month to a total accumulation of one thousand (1000) hours. If in any month, an employee uses more than ten (10) days sick leave, no sick leave will be earned for the month. Sick leave will be paid for on the basis of the employees regular daily hours of work.

After an employee has accumulated one thousand (1000) hours of sick leave, the employee shall earn one (1) day of paid vacation for each eighty (80) hours of sick leave accrued in excess of the one thousand (1000) hour maximum accumulation.

Use of SickLeave: Employees may use sick leave for any non-work related illness, injury, or temporary disability, including pregnancy, that prevents the employee from performing his/her job duties. Granting of sick leave is not automatic and all sick leave must be approved by the department head. A medical verification of illness or injury may be required to substantiate the need for sick leave. Medical certification satisfactory to the Employer may also be required to verify an employee's fitness for duty following use of sick leave. The Employer may require a physician's certificate supporting absences. Employees will also be allowed to use three (3) days of his/her accumulated sick leave for the illness of the employee's mother, father, spouse, child, or step child.

Notification: When absences due to sickness are necessitated, the employee shall notify his/her immediate supervisor prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

Date of Employment: For the purpose of this Article, an employee who begins his/her employment on or before the 15th day of the month will be credited with sick leave for the entire month. An employee who begins his/her employment after the 15th of the month will begin to accrue sick leave on the first day of the month following his/her employment.

ARTICLE 9 FUNERAL LEAVE

Section 1. An employee will be granted up to three (3) days of funeral leave, chargeable against sick leave, to attend the funeral of the employee's spouse, children or stepchildren, parents or stepparents, mother-in-law, father-in-law, brother, sister, grandparents or grandchildren.

Section 2. In special cases involving unusual travel or other circumstances, the sheriff may grant additional leave.

Section 3. The sheriff may allow an employee one (1) day of funeral leave with no loss of compensation to attend the funeral of members of the family not included above or permanent members of the immediate household.

Section 4. The sheriff may also allow an employee the necessary time off for attendance at the funeral of a fellow employee or a close family friend subject to the maintenance of needed personnel on duty.

Section 5. The decisions of the Sheriff under Sections 2, 3 and 4 of this article shall not be subject to the grievance procedure, Article 5, except where the sheriff's decision is arbitrary or capricious.

ARTICLE 10 HOLIDAYS

Full-time employees shall be given 10 holidays per year. Said holidays shall be scheduled subject to Sheriff's approval.

ARTICLE 11 JOB CLASSIFICATION AND STRAIGHT TIME HOURLY WAGE RATES

Reference is made here to Exhibit A, Job Classification and Straight Time Hourly Wage Rates. By this reference, said Exhibit becomes a part of this Agreement.

ARTICLE 12 INSURANCE

Regular full-time employees are eligible to participate in the County provided group health insurance program. The Employer will pay 100% of the employee's single premium for the County's hospital, medical insurance and prescription drug insurance plan. If an employee desires to cover his/her eligible dependents, he/she may do so by paying 25% of the dependent (family minus single) premium.

The County will pay the premium for a \$10,000 life insurance policy for all regular full-time employees.

**ARTICLE 13
JURY DUTY**

A full- time employee required to serve as a juror shall receive his/her regular wage. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage, travel expense and meals, received for such duty to the employer. If release from jury duty, the employee shall report to work within two (2) hours of being released.

**ARTICLE 14
VACATION**

Regular full-time employees are eligible for vacation as the following schedule:

<u>Years of Employment</u>	<u>Vacation Earned/Month</u>
During 1 st year	3.34 hours
During 2 nd – 4 th years	6.67 hours
During 5 th – 9 th years	10 hours
During 10 th + years	13.34 hours

No more than Eighty (80) hours may be carried over to the following year, except for special conditions relating to medical reasons and approved by Department Head and Board of Supervisors.

Employees may take vacation in 1/2 day increments with approval of the Sheriff or his/her designee.

Vacation Pay will be at the Employee's normal pay for the week for which he/she would have been regularly scheduled to work.

**ARTICLE 15
UNIFORMS, TRAINING, SAFETY**

Uniform, training and safety issues will be handled according to Departmental policy.

Employees are eligible to be reimbursed (with receipt) for up to \$50.00 per year toward the purchase of Employer approved footwear.

ARTICLE 16
DURATION OF AGREEMENT

THIS AGREEMENT shall become effective July 1, 2006 and shall remain in full force and effect until the first day of July 2009. Should either party desire to modify, mend, or terminate this Agreement, written notice must be served on the other party before September 15, 2008.

During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement, or any other subjects not specifically set forth in this Agreement. The Union and the Employer acknowledge that during negotiations which resulted in this Agreement, each party had the opportunity to make demands and proposals with respect to all areas of collective bargaining, and that the whole understanding arrived at after the negotiations is set in this Agreement.

Signed this _____ day of _____, 2006.

EMPLOYER
WEBSTER COUNTY, IOWA
(Jailer unit)

UNION
TEAMSTER LOCAL 238

By Brian Neekel
Sheriff

By [Signature]
Employee Representative

By Greg Mathey
Chair, Board of Supervisors

By Danella Wood
Employee Representative

Acknowledged by:
Renee VonBoken
Employer Representative

By [Signature]
Business Representative

APPENDIX A **WAGE SCHEDULE**

<u>Years</u>	<u>7-1-06</u>	<u>7-1-07</u>	<u>7-1-08</u>
Start	11.15	11.49	11.83
6 mos.	11.40	11.74	12.09
1	11.65	12.00	12.36
18 mos.	11.90	12.26	12.63
2	12.15	12.52	12.89
3	12.40	12.77	13.16
4	12.65	13.03	13.42
5	12.90	13.29	13.69
6	13.15	13.55	13.95
7	13.40	13.80	14.22
8	13.65	14.06	14.48
9	13.90	14.32	14.75
10	14.40	14.83	15.28

The employee above top classification rate will receive a 3% wage increase on 7-1-06, 3% on 7-1-07 and 3% on 7-1-08.

Part-time Employees

Start	10.00	10.30	10.61
6 mos.	10.86	11.19	11.52

Additional steps after 6 month step is the same as full-time schedule

Shift Differential Employees will receive a \$0.15 per hour shift differential for hours worked on the evening shift and \$0.25 per hour for hours worked on the night shift.

Effective July 1, 2006, employees will be placed on the 7-1-06 schedule as follows.

	<u>Current Rate</u>	<u>7-1-06</u>
April	11.02	12.15
John	12.14	12.65
Kari	12.14	13.15
Rose	12.56	13.15
Michael	12.56	13.50
Christy	13.90	14.40
Sam	13.90	14.40
Danelle	13.90	14.40

Thereafter, employees will be eligible for a step increase on July 1, 2007 and July 1, 2008. For example, an employee on Step 2 (12.15) would advance to Step 3 on the 7-1-07 schedule (12.77) on July 1, 2007. On July 1, 2008, the employee would advance to Step 4 (13.42) on the 7-1-08 schedule.


Letter of Understanding

Webster County Sheriff's Office (Jailer unit)
and
Teamster Local 238

July 1, 2006 - June 30, 2009

Regular part-time employees who are regularly scheduled to work at least 24 hours per week will be eligible for 20 hours of vacation per year after the 1st year of employment.


FOR THE COUNTY


FOR THE UNION